

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. LTN50061.

THIS LEASE, made and entered into this date by and between HH Hub Properties LLC

Whose address is

**400 Centre Street
Newton, MA 02458**

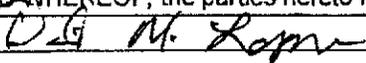
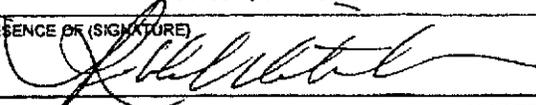
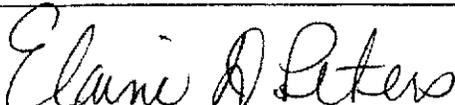
And whose interest in the property hereinafter described is that of OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

- The Lessor hereby leases to the Government the following described premises:
 - A total of 4,951 rentable square feet (RSF) of office and related space, which yields 4,343 ANSI/BOMA Office Area square feet (USF) of space at 200 Jefferson Avenue; Memphis, TN 38103; 10th floor, as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
 - 4 structured parking spaces are included in the rent, which is included in the rental rate.
 - The common area factor for the leased premises occupied by the Government is established as 1.14 (see "Common Area Factor" paragraph of the lease).
 - The leased premises occupied by the Government for real estate tax adjustments is established as 2.418% (see also "Percentage Occupancy" paragraph of the lease).
 - TO HAVE AND TO HOLD the said premises with their appurtenances for a term of 10 years beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete. Design and construction of the space shall begin upon award of this lease in conformance with the Construction Schedule of Tenant Improvements paragraph of the attached Solicitation for Offers. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
- The Government shall pay the Lessor annual rent of \$142,242.23 (\$32.75/USF | \$28.73/RSF) at the rate of \$11,853.52 per month in arrears. Accumulated operating cost adjustments (CPI's) will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
- HH Hub Properties LLC
400 Centre Street
Newton, MA 02458**
- Years 1-5 *The annual amount of \$142,242.23 is broken down to reflect \$83,721.41 for shell cost, \$29,458.45 for TI cost and \$29,062.37 for Operating Cost. Rent will be adjusted based on the actual TI cost. Any amount exceeding the TI allowance, that has received prior approval from GSA, will be paid by a RWA.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

		LESSOR
SIGNATURE HH Hub Properties LLC X		NAME OF SIGNER D.G. M. Lamm Senior Vice President
ADDRESS 400 Centre Street Newton, MA 02458		
IN THE PRESENCE OF (SIGNATURE) 		NAME OF SIGNER - WITNESS Rebekah Weintraub
UNITED STATES OF AMERICA		
SIGNATURE 		NAME OF SIGNER Elaine D. Peters
		OFFICIAL TITLE OF SIGNER Contracting Officer

4. **Years 6-10** The annual amount of \$121,349.01 is broken down to reflect \$92,286.64 for shell cost and \$29,062.37 for Operating Cost.
5. The Government may terminate this lease in whole or in part at any time on or after April 30, 2015 by giving at least 90 days' notice in writing to the Lessor, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 9TN2016
7. The following are attached and made a part hereof:
X - A. Standard Form 2 continuation Page 3
X - B. Schedule of Rent Components;
X - C. Solicitation for Offers 9TN2016 ;
X - D. Special (Program of) Requirements,
X - E. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05),
X - F. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 7/04);
X - G. Offer Clarifications to GSA Form 1364A and SFO 9TN2016
8. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$147,401.42 (4,343 USF x \$33.94) are amortized through the rent for 5 years at the rate of .00%. The amortized cost of these improvements are included in the stated rent in Paragraph 3 above. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
9. In accordance with the SFO paragraph entitled Operating Costs Base, the base is established as \$5.87 per RSF (\$29,062.37 per annum).
10. In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as \$.90 per RSF for vacant space (rental reduction) for the entire space only.
11. In accordance with the SFO Paragraph entitled Overtime Usage, the rate for overtime usage is established as \$62.00 per hour.
12. All fire and lifesafety deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following, as required by SFO 9TN2016:
Provision of emergency illumination in corridors, stairways, and office space.
Provision of exit lights in corridors.
Provision of two (2) exits on each floor occupied by the Government.
Provision of a fire extinguisher near every exit.
13. All handicapped accessibility deficiencies must be corrected prior to occupancy and at no extra cost to the Government, including but not limited to the following, as required by SFO 9TN2016.
Restrooms
Exit Doors
Parking Areas / Curb Cuts
Door Entrances
Width of Exit Corridors
14. Radiation Certification must be furnished within 30 days after award. Any corrective action must be completed within 30 days after tests are completed. Re-testing is required and results forwarded to the Contracting Officer.
15. Lessor provides Restoration.

INITIALS: DM & rdp
LESSOR GOVT

SCHEDULE OF RENT COMPONENTS

Annual Rent applies to Years	Total Shell Rent	Total Operating Costs	Total TI*	Total Building Specific Amortized Security**		Total Annual Rent
1 to 5	\$83,721.41	\$29,062.37	\$29,458.45	\$0.00		\$142,242.23
6 to 10	\$92,286.84	\$29,062.37	\$ 0.00	\$0.00		\$121,349.01

*The Tenant Improvements Allowance is amortized at a rate of 0% per annum for 5 years.

**The Operating Cost will be adjusted based on annual CPI increases.

INITIALS: DM & edp
LESSOR GOVT